

MEMORANDUM OF UNDERSTANDING

Executed by representatives of

The Morgan Hill City Council

And representatives of

The Community Service Officers Association

Contract Term:

July 1, 2009 – June 30, 2011

CSOA

MEMORANDUM OF UNDERSTANDING JULY 1, 2009 – JUNE 30, 2011 *TABLE OF CONTENTS*

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This Memorandum of Understanding has been executed by representatives of the MORGAN HILL CITY COUNCIL (City) and representatives of the COMMUNITY SERVICE OFFICERS ASSOCIATION (Association).

1.00 ARTICLE 1 - TERM

1.01 The term of this Agreement shall be twenty-four months commencing July 1, 2009, and ending June 30, 2011.

2.00 ARTICLE 2 - REPRESENTATION

2.01 The Association is a recognized employee organization within the meaning of the City's Employer-Employee Relations Resolution No. 4955.

2.02 The Association represents all regular classified service full and part-time City employees in the classifications of Animal Control Officer, Community Service Officer, Multi-Service Officer, Police Cadet, Police Records Specialist, Property/Evidence Technician, Public Safety Dispatcher and Public Safety Dispatcher Supervisor.

2.10 Regular Part-Time Employees

2.11 Regular part-time employees in the classifications represented by the unit who work at least 20 hours per week shall receive insurance, educational incentive, tuition reimbursement, and paid leave benefits provided for in this agreement on a pro-rated basis as follows:

- A. Part-time benefits (whether 50 percent or 75 percent) are assigned by the City to employees who work in part-time positions when the regular position is authorized by City Council, and those authorized benefits are the only benefits available to the individual filling the position.
- B. At full staffing levels, part-time employees who work additional hours are not eligible for additional benefits beyond what has been authorized by City Council.
- C. In the event that a part-time employee is assigned and actually works additional hours filling a vacancy in a regular position, the employee will be eligible to receive additional benefits as set forth by the City's Part-Time Employees Administrative Policy.
- D. Any additional benefits will begin at the start of the assignment and continue to accrue until the employee is reassigned back to his/her regular part-time hours.

2.20 Meet & Confer Process

2.21 The Association is the only employee organization which is entitled to meet and confer with the City on behalf of represented employees as outlined in Item 2.02 above.

2.22 Representatives of the City and the Association have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and Resolution No. 4955 for the purpose of reaching agreement concerning all matters within the scope of representation for the City employees in the Unit during the term of the Memorandum of Understanding.

2.23 An agreement has been reached.

2.24 The Association agrees that it will not attempt to meet and confer on any items within the scope of the representation, as defined by the Meyers-Milias-Brown Act and City

Resolution No. 4955, during the term of the Memorandum of Understanding (except as provided in the Memorandum).

- 2.25 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City and the Association.

2.30 Maintenance of Membership

- 2.31 Each employee, who on July 1, 2009 is a member in good standing of the Association shall thereafter, as a condition of employment, maintain such membership for the duration of this Agreement, to the extent of paying the periodic dues uniformly required by the Organization as a condition of retaining membership.
- 2.32 No employee who is not a member of the Association shall be required to become a member of the Association as a condition of employment. Any such employee who becomes a member of the Association shall maintain such membership for the duration of the Agreement.
- 2.33 Any employee who on July 1, 2009 was a member of the Association, and any employee who subsequently becomes a member may during the period beginning May 31, 2011, through June 30, 2011 resign such membership, and thereafter shall not be required to be a member of the Association as a condition of employment. Resignations shall be in writing addressed to the City's Human Resources Director with a copy to the Association.
- 2.34 Elected officers and members of the Morgan Hill Community Officers Association (CSOA) may be granted limited privileges to utilize City owned equipment within the police facility in return for an annual honorarium of \$100 due and payable on January 1 of each year to compensate for City costs to operate and maintain that equipment as follows:
1. Elected officers of the CSOA may utilize the Police Department E-Mail system to post official notices to its membership or conduct necessary official business that cannot be conveniently conducted in another fashion. Likewise, members may utilize this system to reply to notices or other necessary business.
 2. Elected officers of the CSOA shall be allowed the use of the Department fax machine. Use of the machine is limited to routine communication/correspondence. Faxes outside the local area are permitted, however, mass statewide or nationwide faxes are prohibited.
 3. Elected officers of the CSOA or their designates may utilize City telephone within the police facility to conduct official CSOA business for local calls only. All long distance or message unit calls must be made collect or with the use of a private phone credit card.
 4. Elected officers of the CSOA or their designates may utilize City copy machines within the police facility to reproduce notices to its membership, other official correspondence using CSOA stationery, and copies of the M.O.U. for distribution to its membership. Reproducing multiple copies of large documents or large quantities (more than 25 copies) of short documents may only be allowed with permission of the Chief of Police.

5. Official business shall be defined as notifying members of CSOA meetings, CSOA activities, or other official communications, such as preparing election ballots, correspondence, etc. Not included in official business are items such as actually voting on CSOA issues, lobbying or campaigning with respect to CSOA issues, expressing personal or political views, making statements which are injurious to individuals or the police organization, or other similar transmissions.

The Chief of Police or his designate shall monitor this privilege during the term of this contract. Should the Chief or his designate detect an abuse of this privilege, he/she shall notify the executive Board and allow the Association to be heard. If additional abuses are detected after having placed the Association on notice, the Chief of Police may unconditionally revoke this privilege.

3.00 ARTICLE 3 – EMPLOYEE COMMITMENT

In consideration of the fair and reasonable provisions of this Memorandum of Understanding, employees represented by Community Service Officers Association, through their elected representatives, do hereby make the following pledges to the City of Morgan Hill.

1. Employees shall make every effort to minimize City costs on an on-going basis by encouraging optimum amount of work production from each of its members.
2. Employees shall cooperate in every reasonable way to properly maintain and protect City property, equipment and facilities.
3. Employees shall adhere to all Human Resources Rules and Regulations. Specific attention shall be given to those regulations dealing with sick leave, time off, coffee breaks and punctuality. Every effort shall be made to maintain a good public image for each and all city employees. This is to be accomplished by maintaining good work habits and keeping busy at productive work during regular working hours.
4. Employees shall use and follow safe working procedures in their day-to-day work routines. Each employee shall point out to his/her fellow workers any observed or unsafe condition or work procedure. Any observed unsafe condition or situation shall be immediately reported by employees to their supervisor. The intent here is to protect fellow workers from any unnecessary injury and the City any potential liability.
5. Employees shall make a special and continuing effort to maintain good and constructive relations with the general public, fellow employees, and City officials. Every effort will be made to be considerate and understanding of the other person's point of view, misunderstanding or problem.
6. The Community Service Officers Association shall assume a leadership role in carrying out the above pledges.

4.00 ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The rights of the City as exercised by the City Council and the City administration include, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons;

maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications, subject to any requirement to meet and confer or under current state law; require that employees work overtime; and exercise complete control and discretion over its organization and the technology of performing its work; except that any agreement between the City and Association evidenced by a memorandum of understanding pursuant GC 3500 et.seq. shall take precedence over any of the above enumerated employee and management rights; and that such memorandum of understanding will be honored in good faith during the life of this contract; subject to the City's rights to determine when an emergency exists and to take all necessary action to carry out its mission in emergencies.

- 4.02 Nothing in this article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

5.00 ARTICLE 5 - DEFINITIONS

- 5.01 The term Salaries, Wages or Salary and Wages shall mean the gross monthly base pay prior to any deductions.
- 5.02 The term PERSONNEL RULES as used in this Agreement means those regulations titled City of Morgan Hill Personnel Rules and Regulations enacted as Resolution No. 6150 and thereafter and hereafter amended. Copies are available from the Human Resources Department.

5.10 Comprehensive MOU

During the terms of this agreement the City intends to develop a more comprehensive MOU including the addition and/or modification of many items as found in the current City Personnel Rules and Regulations. It is understood the City will meet and confer with the Association regarding any proposed changes at the time these items are ready to be included in the MOU.

In the event a conflict in interpretation between these personnel rules as included by reference and similar sections as contained in this MOU, the language in the MOU will be used for interpretation.

6.0 ARTICLE 6 - SALARIES, WAGES & PAID BENEFITS

The salaries and wages paid by the City to all employees in the Unit will be in accordance with the job classifications they hold with pay rates to be increased by three (3%) percent effective August 23, 2009.

The salaries and wages paid by the City to all employees in the Unit will be in accordance with the job classifications they hold with pay rates to be increased by two (2%) percent effective August 22, 2010 (Exhibit B).

The salaries and wages paid by the City to all employees in the Unit will be in accordance with the job classifications they hold with pay rates to be increased by two (2%) percent effective March 20, 2011.

6.10 Holiday Pay

6.11 Holiday Pay shall be six and one-half (6-1/2%) percent of an employee's base hourly salary for those employees with the classification of Public Safety Dispatcher, Public Safety Dispatcher Supervisor, Community Service Officer and Multi-Service Officer. With the exception of the classifications of Public Safety Dispatcher, Public Safety Dispatcher Supervisor, Community Service Officer and Multi-Service Officer which receive Holiday Pay, the City of Morgan Hill will observe the following holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day.

- A. Employees will receive one-half day holiday to be used during the City furlough period. The City will maintain minimum staffing levels on these days and the Department Director will determine which half day the employee may take off.
- B. Each employee not eligible to receive holiday pay will receive two floating holidays each fiscal year to be used during the fiscal year and to be approved by the employee's Department Director.

6.20 Other Pay

6.21 Full-time employees called back to work outside their regular work shift shall be compensated for a minimum of two hours at time and one-half of their regular pay rate. Part-time employees called back to work outside their regular work shift shall be compensated for a minimum of two hours at their regular pay rate.

6.22 Whenever an employee is temporarily assigned by their supervisor to work in a higher classification and therefore performs substantially all of the duties of the higher classification for a period of more than 120 hours, the employee shall be entitled to out of class pay on the 121st hour of assignment. Having once satisfied the 120 hour qualifying requirement, any subsequent such assignment during the employee's employment with the City shall be compensated with five percent (5%) out of class pay beginning with the first hour of that reassignment.

6.23 Once an employee has worked out of class for 320 hours in a fiscal year, any subsequent out of class assignments during that fiscal year will result in the employee being paid seven and a half percent (7.5%) out of class pay for each hour worked.

6.24 Except in the case of emergencies, employees shall receive a lunch break after four (4) hours of time worked. Public Safety Dispatchers are required to request coverage from the appropriate supervisor twice per shift for their 15-minute breaks.

6.25 Any employee required to work more than sixteen (16) hours within a twenty-four (24) hour period shall be entitled to an eight hour rest period prior to returning to work. If any

portion of the eight hour rest period occurs during the employee's regular scheduled work hours, the employee shall receive normal compensation for that time. This section shall not apply in the case of emergencies.

6.26 Unit employees identified by a Department Director to use Spanish and/or American Sign Language in their work, and who are certified by a three-person City-appointed employee testing committee shall receive five (5%) percent of the employees base salary per month as bilingual pay.

A. The City may, at its sole discretion, identify other languages which are helpful to the operation of the City.

B. All employees receiving bilingual pay shall be subject to recertification every two years unless the certification is waived by the City. Any employees wishing to receive bilingual pay must be certified prior to pay implementation. The certification process will be completed by a three-person City-appointed employee testing committee and will consist of both verbal and written tests designed to establish a conversational level of competence.

C. Implementation of bilingual pay shall be at the start of the pay period following bilingual certification.

6.27 Individuals in the classification of Public Safety Dispatcher who are assigned to train new employees in that classification shall receive additional compensation of five (5%) percent of base pay.

6.28 A five (5%) percent solo shift differential will be paid to the Public Safety Dispatcher and Public Safety Dispatcher Supervisor classifications during the hours that a dispatcher is working alone. Solo dispatcher is defined as *Dispatchers who are not working with another employee who has been signed-off to work independently in the Communications Center.*

6.30 Hours of Work and Overtime

6.31 For the purposes of calculating overtime, comp time and defining payroll periods, the established work week is 12.01 a.m. Sunday morning to 12:00 midnight the following Saturday night.

6.32 The work day, for pay purposes, shall be a 24-hour period commencing with the beginning of the employee's regularly scheduled shift. For regular employees in the full-time classifications represented by this bargaining group, except Public Safety Classifications, the normal work schedule shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours each, exclusive of a lunch period, Monday through Friday. Alternative work schedules for this group may be approved pursuant to the City of Morgan Hill's administrative policies and procedures. For employees in the full-time classification of Public Safety Dispatcher, the normal work schedule shall be forty (40) hours consisting of four (4) consecutive days of ten (10) hours each. Regular part-time employees shall work half of the weekly full-time schedule, as defined for their classification. Should the normal work schedule need to be modified in terms of days or shift hours by the Police

Chief to facilitate the needs of the City, such modification in normal work schedules will be discussed with organization representatives as to methods for changing or rotating assignments prior to any change. The affected employee shall be notified at least fourteen (14) full working days prior to any change.

- 6.33 Overtime/Compensatory time is defined as one-and-a-half times an employee's total hourly salary. Overtime/Comp time is paid in fifteen (15) minutes increments for time exceeding 7.5 minutes more than the employee's normal work shift, provided the employee has worked an eight hour or more work shift, or any work time in excess of the forty (40) hour work week unless additional hours are worked as a result of a shift change. All such time must be approved in advance by the employee's supervisor or the Police Chief. Time spent on paid sick leave, disability leave, vacation leave, military leave, compensatory time off, or other authorized paid leave shall be deemed time worked for the purposes of this Article.
- 6.34 The priority of overtime selection for the Public Safety Dispatcher classification shall be
1. Regular Full-time employees
 2. Regular Part-time employees
 3. Temporary employees (temps are either working in a non-budgeted position or are working on an hourly basis with no benefits)
- 6.35 Unit personnel will have the option of receiving either paid overtime or compensatory time off (CTO). The compensatory time accrual limit shall be 160 hours.
- 6.36 During emergency situations (EOC activation) (floods, earthquakes, severe storms, etc.) the City reserves the right to require that all overtime be compensated in pay not CTO.
- 6.37 Unit personnel may elect to make contributions to one of the City's deferred compensation plans in a given pay period in lieu of receiving paid overtime. These contributions can be one time, lump sum contributions or unit personnel can temporarily increase the amount of their established deferral ten times in a given fiscal year. For example, if an employee works overtime in a given pay period, he/she may temporarily increase the amount of their deferred compensation contribution for that pay period. Unit personnel must submit a completed deferred compensation enrollment/change form to the Human Resources Office prior to the end of the pay period for which they wish to have the change be effective.
- 6.38 For those employees classified as Public Safety classification a temporary alternate work schedule may be invoked based upon staffing vacancies and needs of the City.
- A. Prior to invoking a temporary work schedule, all Public Safety Dispatchers shall be given the opportunity to review alternatives and provide input with respect to a preferred schedule.

While a mutually agreeable schedule is the goal, the Police Chief, upon approval of the City Manager, shall have the final authority to make the determination of the actual temporary work schedule to be implemented.

- B. Temporary work schedules may be non-traditional in form, such as a twelve hour work day with more than two days off each calendar week. However, all hours worked in excess of 40 hours per week shall be compensated at the current overtime rate (either with paid overtime or compensatory time). Hours worked 40 hours or less shall be compensated at the employee's normal straight time hourly rate.
 - C. Upon mutual agreement of the City, Police Chief and employees in the classification of Public Safety Dispatcher, the recommended fourteen day notice prior to implementation of a temporary alternate work schedule may be waived.
 - D. If the Association wishes to meet and confer regarding the termination and/or possible continuation of the temporary alternate work schedule at the time the City is considering reverting back to the normal schedule, the City agrees to meet and confer to discuss the Association's concerns prior to reverting back to the normal work schedule.
- 6.39 Shifts for employees in the classification of Public Safety Dispatcher shall be as follows:
- Shift A: any shift beginning 5AM to 10AM
 - Shift B: any shift beginning 11AM to 4PM
 - Shift C: any shift beginning 5PM to 9PM
- At no time will any shift begin between the hours of 10 PM and 5AM. Shift selection for those full-time employees in the classification of Public Safety Dispatcher shall be by seniority as follows:
- A. Public Safety Classifications shall select a shift for a six month period, beginning the second pay period of January and July.
 - B. At least forty-five (45) days prior to the time for a shift selection, the Public Safety Dispatch Supervisor shall publish a blank schedule indicating the available shifts to be selected. Twenty (20) days prior to becoming effective, the approved schedule will be posted.
 - C. For the purpose of Public Safety Classification shift selection, seniority is based on date of hire as a regular employee in the Public Safety Dispatcher job classification.
 - D. Public Safety Classifications may only select the same shift for two (2) consecutive times.
 - E. The Police Support Services Manager may elect to administratively assign a Public Safety Dispatcher to a specific shift for the good of the organization. Examples may include, but are not limited to, long-term personnel shortage, career enhancement of probationary employee, or special assignments.

6.40 Health Benefits

- 6.41 The City will contribute to the medical, dental and vision health plans as follows:
- A. Ninety (90%) percent of the lowest cost medical health plan plus dental and vision for employees with family coverage.
 - B. Ninety-six and one-half percent (96.5%) of the lowest cost medical health plan plus dental and vision for employees with employee plus one coverage.
 - C. For those employees who waive medical and/or dental coverage, or who have employee only coverage:
 - a. The health allowance contribution will be \$715. Employees not using all of the benefit amount shall be entitled to use one hundred (100%) percent of the surplus amount for optional benefits or for participating in medical reimbursement or dependent care expense accounts. If employees do not use their one hundred (100%) percent surplus for optional benefits, it will be added to their salary as taxable income.
 - b. Employees may waive enrollment in City medical, dental and vision insurance programs by providing proof of alternate coverage.
- 6.42 The City agrees to provide, at City expense 100 percent of the premium cost per employee, for enrollment in the Employee Assistance Program as presently constituted.
- 6.43 All members shall have the option of continuing their current medical insurance at the employee's own cost after retirement. This option can continue as long as there is no lapse in coverage and so long as the employee pays the monthly premium to PERS or to the Finance Department as per their billing requirements.
- 6.44 The PERS Health Benefits Program shall remain in effect for the term of this agreement.
- 6.45 The City agrees to provide, at City expense, 100 percent of the premium cost per employee, for enrollment in the basic Long Term Medical Care Program.
- 6.46 For the term of this agreement, the City will maintain a short term disability program on all employees represented by this Association. The coverage for the short term disability program will be 66-2/3% of salary up to a maximum of \$983.00 per week with a duration of 8 weeks and the elimination period of 8 days. Employee must be totally disabled to qualify for benefits. Per plan requirements, maternity benefits are included in the short-term disability coverage. The City will continue to pay 100 percent of the costs involved with this program.
- 6.47 For the term of this agreement, the City will maintain a long term disability program on all employees represented by this Association. The amount of monthly coverage for the long term disability will be 66 2/3% of the first \$6,000, or a maximum benefit paid of \$4,000 per month, of the employee's monthly earnings, reduced by any deductive benefits. The maximum benefit period is to age 65 or twelve months, whichever is longer. The elimination period is sixty days of total disability. Employees may be eligible for some

benefits for partial disability as outlined in the plan documents. The City will continue to pay 100% of the costs involved with this program.

- 6.48 For the term of this agreement, the City will maintain a life insurance program for each employee represented by the Association in the amount of \$100,000. This amount will be paid to the employee's beneficiary upon the death of the employee as outlined in the program documents. The City will continue to pay 100 percent of the cost involved with this program. The City will provide the ability for employees to buy additional life insurance through the flexible benefits program.
- 6.49 The City agrees to provide Hepatitis-B shots for represented employees.
- A. If the employee selects a medical plan which provides this benefit, then employees in these classifications must get the shots through their medical plan.
- B. If not covered by their group medical plan, employees wishing to receive the Hepatitis-B shots must submit a written request to the Human Resources Office. The Human Resources Office will contact the medical office currently being used for City medical examinations to set up the first appointment.
- C. Charges for Hepatitis-B shots for these employees pursuant to 6.49 B above will be paid by the City.

6.50 Uniforms

- 6.51 Effective July 1, 2008 The City shall pay an annual uniform allowance to unit employees in the Police Records Specialist, Police Cadet, Property/Evidence Tech, Public Safety Dispatcher, and Public Safety Dispatcher Supervisor classifications of \$660 and to unit employees in the Community Service Officer, Multi-Service Officer, and Animal Control Officer of \$810 payable in one payment on or about July 1st. The City will pay a one-time allowance of \$660 or \$810 at the time of hiring for the purposes of purchasing the necessary uniforms. If personnel in CSOA are assigned to a special assignment, the City agrees to provide necessary uniforms. Regular part-time employees shall receive one-half of the uniform allowance amounts listed herein, including the one-time allowance upon hire. Regular part-time employees regularly working 3 or more days per week will receive the full uniform allowance.
- 6.52 The City shall provide safety equipment that meets Department standards as outlined in the Police Department General Orders.
- 6.53 Unit personnel who have been issued a protective vest and who are in an assignment that requires them to wear a uniform must wear the City issued protective vest at all times.
- 6.54 The City shall pay for the replacement of uniforms damaged due to the performance of job duties on a prorated basis, based on the age of the uniform and upon recommendation of the Police Chief or his/her designate. The useful life of uniform items for the purpose of this section shall be assumed as follows:

Uniform shirts/pants 2 years

Uniform jackets 5 years

If available, employees shall provide receipts establishing the date of purchase. Authorized personal property such as watches, glasses, etc. damaged due to the performance of job duties shall be replaced up to a \$75.00 (\$125.00 for prescription glasses) limit upon the recommendation of the Police Chief or his/her designate. However, no reimbursement shall be made for personal property which the employee is using on a voluntary basis in lieu of an item which has been provided by the City.

The City will continue to provide pepper spray training and equipment for unit employees assigned to field duties.

7.00 ARTICLE 7 - EDUCATION AND TUITION BENEFITS

7.10 Educational Incentive Pay Program (for employees hired before July 1, 2009) See Exhibit A

7.20 Tuition Reimbursement

The City shall provide a tuition reimbursement program of up to \$1,500.00 per fiscal year (July 1 through June 30) for the cost of books and tuition for classes beneficial to the employee's career development. All classes must be approved in advance by the Police Chief. Reimbursement will take place upon a successful completion or passing of the course.

8.00 ARTICLE 8 - TYPES OF LEAVE

8.10 Sick Leave Accrual

8.11 Sick Leave credit shall be accumulated on the basis of eight hours per month. The employee's accumulated sick leave is unlimited.

8.12 The City will pay twenty-five (25%) percent of unused sick leave at the end of each calendar year. This payment will be based on semi-annual calculations, made on June 1, and December 1, of each year. The balance of sick leave will be added to the employee's accumulated sick leave.

A. The twenty-five percent payout will not be calculated or paid to any employee absent from work on a work related injury which is being covered by worker's compensation.

8.13 Upon retirement, 100 % of the employee's unused sick leave balance will be credited to the employee's retirement eligibility. This amount would then be converted into time in service and added to the employee's retirement eligibility. (Reference - City contract with PERS, Section 20862.8)

8.14 Association employees shall be allowed to utilize two (2) personal leave days (Public Safety Classifications, 2 days or 20 hours; all other classifications represented by this bargaining unit, 2 days or 16 hours) per fiscal year chargeable to sick leave. Use of these two personal leave days cannot be denied.

8.20 Extended Leave Policy

- 8.21 In the event an employee is absent from work for illness or injury, unless notified otherwise, prior to the end of the affected pay period, the time off will be coded and deducted from (1) accumulated sick leave, (2) accumulated Comp time, and (3) accumulated vacation time in that order. If a determination is subsequently made by the City that the injury was job related all sick leave, comp time and vacation time used to cover the leave will be credited back to the employee in an amount up to the worker's compensation determination. The amount of compensation from the City may need to be offset by payments received from workers compensation. At no time shall the employee receive compensation and workers compensation payment in excess of their normal pay. Employees with non-sufficient time off credited to them will be coded on payroll as absent without pay.

8.30 Bereavement Leave

- 8.31 Unit members shall, per occurrence, be allowed time off in the event of a death in the immediate family, as that term is defined in the Personnel Rules. Up to three (3) days of such leave shall be allowed where the death and service are within the State of California, and up to five (5) days where the death or service is outside the State. Usage of this leave shall not be charged against the employee's sick leave or vacation. An additional two (2) days of leave may be taken at the same time and deducted from the employee's accumulated sick leave. This leave will not affect the twenty-five (25%) percent cash out of sick leave for the same calendar year.

8.40 Release Time

- 8.41 The City shall provide release time for any one Association officer of the employees choosing for grievance procedures only.
- 8.42 The City shall provide release time for three (3) unit employees for attendance at formal meet and confer sessions.
- 8.43 Employees requesting release time shall make the request to their supervisor at least five (5) business days prior to the time requested (Monday through Friday).

8.50 Vacation

- 8.51 Vacation Accrual and compensatory time off shall be as follows:
- A. Eighty (80) hours per year from the date of hire through the fifth (5th) year of employment.
 - B. One hundred twenty eight (128) hours after the fifth (5th) year of service.
 - C. One hundred sixty (160) hours after the tenth (10th) year of service.

Maximum accumulation of vacation shall be no more than that earned for two years. This vacation accumulation maximum shall be enforceable on June 30th of each year. Employees may exceed the maximum prior to June 30th.

Any employee who has more than two year's annual accrual on the books on July 1 shall have as their vacation accrual maximum the amount on the books and subsequently reduced until vacation usage drops the maximum accrual below two year's accrual maximum.

8.52 The City guarantees that during the term of the contract that no employee will lose vacation accrued if the employee follows departmental guidelines for requesting time off.

8.53 Employees who have vacation or compensatory time off at least equal to two weeks shall have the option, twice per year, of receiving pay in lieu of time off for a total of 80 hours of the accrued time, provided that they are taking one week of vacation or compensatory time off.

8.60 Vacation/Time Off Requests

8.61 Preferred Vacation

All dispatch personnel may submit a request once a year for consideration of approval of an annual preferred/secondary vacation. The vacation requests sign up shall begin in October for vacation time during the next calendar year. A schedule of approved preferred vacation requests will be posted by December 15th. Vacation sign ups will be posted with a primary sign up that will start with the dispatcher with highest seniority. Each dispatcher will have 24 hours in order to sign-up. Only one dispatcher may be on vacation time off at a time unless it does not adversely affect staffing. Once all primary sign ups have been completed a secondary calendar displaying only available time slots will be posted for secondary vacation sign ups which will also be done by seniority. Preferred vacation requests will be considered for approval based on time in the Classified Service of the City

8.62 Other Requests for Vacation/Compensatory Time Off

Requests may be submitted at any time, within one year of the date to be taken off.

Requests that are not initially approved may be resubmitted within four months or less of the start date for the time off request, for consideration of approval. The Department shall review these requests, and either approve or disapprove them, within 5 business days from the date submitted. Once approved, the vacation/compensatory time off will be posted on the vacation schedule.

- A. The Department will review requests for vacation/compensatory time, other than preferred vacation, with the intent of granting time off whenever practical, based on operational efficiency.
- B. If a vacation/compensatory time off request has been approved more than fourteen days prior to the start of the time off, the Public Safety Dispatcher Supervisor will post a voluntary overtime sign up to fill any vacancies on the schedule created by the approved time off.
- C. If unfilled vacancies exist seven (7) days prior to the commencement of the approved time off, the Public Safety Dispatcher Supervisor will assign employees using reverse seniority to work overtime to cover the unfilled vacancies which result from the approved time off.

- D. Any employee assigned an overtime shift to fill a vacancy is responsible for that shift and not the employee whom normally would work that shift but was granted time off.

9.00 ARTICLE 9 - MISCELLANEOUS BENEFITS

- 9.10 The City will continue to offer the CalPERS 2.5% at 55 retirement program. The retirement plan shall continue all present options: Credit for Unused Sick Leave (Section 20965), the Fourth Level of 1959 Survivor Benefit (Section 21574), Two Years Additional Service Credit (Section 20903) and the One-Year Final Compensation (Section 20042). The employee's base salary includes the 8% PERS employee contribution and will be deducted from the employee's gross earnings pursuant to IRS Section 414 (h)(2). \$2 per month will be deducted from employees' paychecks pursuant to the 1959 Survivor Benefit (.93 per pay period).
- 9.11 Should the employer contribution rate increase above the 14.753% as stated in the CalPERS Actuarial Statement dated June 14, 2005, CSOA members will pay 25% of the increase. Should the employer contribution rate decrease below 14.753%, the City and CSOA agree to meet to determine how the decrease will be allocated for future retirement expenses. The City agrees to request a CalPERS Actuarial for the Miscellaneous 2.7% @ 55 retirement plan in October, 2010.

9.20 IRS 125 Program

- 9.21 The City shall maintain in effect the Section IRS-125 Reimbursement.

9.30 Deferred Compensation Program

- 9.31 Effective August 24, 2009, the City will contribute one percent (1%) of an employee's base salary to a 457 deferred compensation plan per pay period.
- 9.32 Effective with the pay period beginning August 23, 2010 the City will add an additional one percent (1%) of an employee's base salary for a total of two percent (2%) to a 457 deferred compensation plan per pay period.

10.00 ARTICLE 10 - MISC POLICIES AND PROCEDURES

10.10 Work Stoppage, Any Job Action, Slowdown

- 10.11 During the life of this Agreement no work stoppage, strikes, or picketing shall be caused or sanctioned by the Association, and no lockouts shall be made by the City of Morgan Hill.
- 10.12 In the event that any employee covered by this Agreement, individually or collectively, violates the provisions of this article and the Association fails to exercise good faith in halting the work interruption, the Association and the employees involved shall be deemed in violation of this article and the City shall be entitled to seek all remedies available to it under applicable law.

10.20 Light Duty Determination

10.21 In the event an employee is injured and off the job for ten (10) working days or more, and may be able to return to work but not able to perform all their normal job duty assignments, a temporary "light duty" assignment may be made by the City. To be eligible for such a modified assignment, the City may require the employee to provide the Human Resources Department with a medical statement from his/her treating physician that clearly states the medical limitations and abilities of the employee. The City may require a second or third doctor's determination at City expense. All light duty work requests shall be coordinated through the Human Resources Office. The Human Resources Office will notify the employee of their light duty assignment status.

10.22 An employee receiving such a light duty determination could be reassigned to another assignment or other reduced work schedule up to a forty hour work week upon the determination of the Police Chief. Once the employee is certified by their treating physician or a City doctor as no longer in need of light duty, they will be reassigned to their normal work assignment.

10.30 Substance Abuse Policy

10.31 The City's Substance Abuse Policy shall continue in effect for the term of this agreement.

10.40 Lay Off Procedure

10.41 The City Council may abolish any position in the Classified Service due to lack of funds, work or need.

10.42 The layoff of employees resulting from the elimination of positions shall be governed by the following procedure:

10.43 Layoffs shall be made from within the affected job classification in reverse order of total time in that classification, including any period of probation, paid leave or active military leave. Except as regards to military leave, no service credits shall be earned during any leave of absence without pay in excess of thirty (30) days. Where time in class is equal between two (2) or more affected employees, the order of layoff shall be determined by the following means, in order: 1) placement on the eligibility list at time of hire in the class with the highest ranking employee(s) being determined to have more time in service, if the list (or reasonable evidence of the list) is available; 2) total service time in the Classified Service; 3) if neither 1) or 2) above breaks the tie(s), seniority will be determined by an appropriate random means of selection (lot, coin flip, etc.).

10.44 The order of layoff in the affected classification or classifications shall be:

- i. Temporary employees.
- ii. Probationary employees.
- iii. Regular employees.

The treatment of personnel employed by means of State or Federal grant monies shall be in accordance with regulations for retention as established by the grantor. In the absence of such regulations, the type of position (Classified or Exempt) shall govern treatment of such personnel.

- 10.45 Probationary and regular employees in the Classified Service who are scheduled to be laid off shall receive at least a twenty-one (21) days written notice to this effect.
- 10.46 In lieu of layoff, an employee may elect transfer or demotion to a vacant position in the Classified Service which the City intends to fill and for which the employee is qualified. Such actions shall be governed by the terms of Personnel Rules 13.03 and 13.04, and in no event shall result in an employee being placed in a classification carrying a higher maximum rate of pay. If two (2) or more employees have requested transfer or demotion to the same vacant position and the City has determined they are both qualified to fill it, the more senior employee shall receive preference. For purposes of this section, total time in the Classified Service shall be utilized in determining seniority.
- 10.47 Within ten (10) days from the date layoff notices are issued, an employee who would otherwise be laid off may elect to displace an employee in a classification carrying a lower or the same maximum rate of pay; provided, however, that the displacing employee must have held regular status in such classification and have greater time in the classification and directly related higher classifications combined than the employee being displaced. (For example, related classifications would mean Police Officer/Police Sergeant; Utility Worker I/Utility Worker II/Senior Utility Worker; etc.)
- 10.48 A probationary or regular employee displaced in accordance with this section shall, in turn, be provided the same notice and "bumping" privilege as set forth in this section.
- 10.49 Regular and probationary personnel laid off in accordance with this Rule shall, unless they request otherwise, be placed on a reemployment list as provided by Personnel Rule 10.03 of these Regulations. If an employee is reemployed from such a list, all service credits and sick leave accrued to the date of layoff shall be restored. In no event, however, shall the City be required to restore credits for vacation and sick leave paid out at the time of layoff.
- 10.50 At the time of layoff, the employee's name shall be removed from all promotional eligible lists, but, at the employee's request, shall be retained on open-competitive lists subject to the provisions of Personnel Rule 10.05 of these Regulations. If the employee is reemployed prior to the expiration of a promotional list, they shall be reinstated to the list.
- 10.51 Prior to the effective date of layoff, the Police Chief or the Police Support Services Manager shall furnish the Personnel Officer a final evaluation of the employee's performance.

11.00 ARTICLE 11 - GRIEVANCE PROCEDURE

11.10 The following grievance procedure will be in effect:

- 11.11 A grievance is defined as any dispute involving the interpretation, application or alleged violation of:
- A. A current Memorandum of Understanding between the City and a recognized employee organization.

- B. The City's Personnel Ordinance and these Personnel Rules where the provision in dispute is within the scope of representation.

11.12 Should any dispute concern an agreement, rule or action which prescribes a separate appeal procedure, that dispute shall be excluded from the procedure contained herein.

11.20 Informal and Formal Grievances

11.21 Step 1

An employee who has a grievance shall bring it to the attention of his/her immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the following information:

- A. The name of the grievant.
- B. The grievant's department and specific work site.
- C. The name of the grievant's immediate supervisor.
- D. A statement of the nature of the grievance including the date and place of occurrence.
- E. The specific provision, policy or procedure alleged to have been violated.
- F. The remedies sought by the grievant.
- G. The name of the individual or organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event, shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.

11.22 Step 2

An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to his/her Police Chief within seven (7) working days from the date of the immediate supervisor's decision. The Police Chief shall respond to the grievance in writing within seven (7) working days from the date of its receipt.

11.23 Step 3

If the employee is dissatisfied with the decision of the Police Chief in Step 2, he may submit the grievance to the City Manager within ten (10) working days from receipt of the Police Chief's response. The City Manager or his/her designated representative shall respond to the grievance in writing within the ten (10) working days of its receipt. Within this period the City Manager, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

11.24 Step 4

If the employee is dissatisfied with the decision of the City Manager, he may submit the grievance to an Employee Relations Panel as provided in Part C, listed below. Notice of such appeal must be filed in writing by the employee with the City Manager within fifteen (15) working days of receipt of that official's decision.

11.30 Employee Relations Panel

11.31 The Employee Relations Panel shall consist of three (3) members selected as follows:

- A. A City Management official selected by the City Manager.
- B. A City employee selected by the grievant; provided, however, that the participation of the employee so selected shall not constitute a conflict of interest nor subject that employee to any recriminations as a result of his/her participation.
- C. A representative of the California State Mediation and Conciliation Service, who shall serve as chairperson. An individual, other than a State Representative, chosen by the parties shall be knowledgeable in public sector labor relations and may be chosen from any source reasonably likely to produce such an individual, including but not limited to a labor organization or management organization.
 - 1. The Chairperson shall serve without compensation unless it can be demonstrated that the individual was obliged to use accrued leave benefits or leave without pay to serve on the Panel. Where provided compensation paid shall be shared by the City and the grievant, or his/her employee organization.
 - 2. The Panel shall be constituted and hear the grievance within thirty (30) working days from the filing of the appeal with the City Manager. The Panel's decision shall be rendered within fifteen (15) working days from the conclusion of the hearing.

The majority decision of the panel shall be final and binding, subject only to ratification by the City Council if said decision mandates a capital expenditure or significant, unbudgeted expenditures. In those instances the ruling shall be submitted to the City Council for action which may include modification or reversal.

11.32 The conduct of the Panel's hearing shall be governed by the following ground rules.

- A. All hearings shall be convened during regular established City hours to the extent feasible. The grievant, and City employees serving on the Panel or whose participation in the hearing is required by the Panel, shall not suffer loss of wages for time devoted to this purpose. No compensation shall be provided for hearing convened during other than the employee's regularly scheduled work period.
- B. All hearing shall be conducted in an expeditious manner, with the chairperson retaining final authority to the rule on procedural matters or on other points affecting the length and conduct of the hearing. Legal counsel, court reporters and briefs shall only be utilized upon agreement between the City and the grievant and shall not serve to delay the Panel's decision beyond the prescribed time limit, except by mutual agreement.
- C. The Panel shall be committed to resolving the grievance in an objective, timely and equitable fashion and shall not permit either party to engage in any presentation or

line of an argument which detracts from this purpose. Moreover, the Panel shall not accept evidence not presented in Step 3 of this procedure.

- D. No hearing shall be convened unless both parties have stipulated in writing to the issue or issues to be heard by the panel.

11.40 General Conditions

11.41 Any time limit set forth above of this procedure may be extended by written agreement between the City and the grievant or the recognized employee organization representing the grievant.

- A. Failure on the part of the grievant or their designated representative to comply with the time limits of this procedure or any extension thereto shall constitute a withdrawal of the grievance without further recourse to re-submittal under this procedure. Failure on the part of the City to comply with prescribed time limits or extension thereto shall result in the grievance being moved to the next step of the procedure.
- B. The grievant shall be entitled to have a representative of his/her own choosing, except as provided above, present at any grievance meeting with the City.
- C. A representative of a recognized employee organization which represents the grievant's position shall be entitled to be present at any hearing held in conjunction with Step 3 and Step 4 of this procedure.
- D. The City Manager or his/her designated representative shall serve as the central repository for all grievance records.

12.00 ARTICLE 12 - RATIFICATION

12.01 This Memorandum of Understanding shall become effective July 1, 2009.

12.02 Unless mutually agreed otherwise by the City and the Association, the Association shall provide the City with its written requests on terms within the scope of representation for the period beginning July 1, 2011 between March 1, and March 30, 2011. The City and the Association shall begin to meet and confer on or before April 1, 2011, unless mutually agreed otherwise.

FOR THE CITY OF MORGAN HILL

J. Edward Tewes Date
City Manager

Mary Kaye Fisher Date
Director of Human Resources

Joni Evans Date
Sr. Human Resources Coordinator

Patti Yinger Date
Police Support Services Manager

Brian Stott Date
Assistant to the City Manager

FOR MORGAN HILL COMMUNITY SERVICE OFFICERS ASSOCIATION

Stefanie Catbagan-Lavia
Date
President

Paula Rodriguez
Date
Vice-President

Larry Katz
Date
CSOA Negotiator

EXHIBIT A

EDUCATIONAL INCENTIVE PAY PROGRAM Morgan Hill Community Services Officers Association (for employees hired before July 1, 2009)

I. INTRODUCTION:

Educational Incentive Pay (EIP) shall be paid in addition to regular pay when education is in addition to the regular requirements of their job as stated in the City's adopted job descriptions and said education is job-related. An employee may not receive more than a seven-and-one-half (7.5%) percent increase above the employee's base monthly salary.

II. PROGRAM GOALS

The goals of this Program are:

- A. To encourage employees to pursue education and programs which would enhance their job performance and understanding.
- B. To prepare employees for possible promotions to other positions or future openings within the City.
- C. To reward employees for their own initiative demonstrated through their participation in this program.

Any evaluation or decision regarding this program or an employee's participation in the program will be made based on the intent of the above stated goals.

III. DEFINITIONS

- A. "Job-Related" - A course or training program that directly relates to or enhances the employee's ability to perform the duties of their classification. Courses which are directly related to the job would be in criminal justice, public administration, law, supervision or management, or computer science and information systems. Course work that may enhance an employee's ability to perform their duties may include topics such as social science, human resources, or liberal arts programs at accredited universities or colleges.
- B. "Degree Program" - A series of college level courses that when completed results in an Associate of Arts, Associate of Science, Bachelor of Arts, Bachelor of Science, Master of Arts, or Master of Science degree. Courses that qualify for a degree program are those courses identified by the college or university that count toward the specific degree program the employee has selected.
- C. "Requalification" - The annual process that an employee must complete in order to continue receiving educational incentive pay for the following fiscal year.
- D. "Minimum job requirements" - The minimum job qualifications listed on the job description for each job classification.

IV. RATES OF PAY FOR EDUCATION ABOVE STATED JOB REQUIREMENTS

- A. For classifications that have a minimum education requirements of high school diploma or the equivalent (GED), the following steps are available for attainment of up to 7.5% EIP.
- (1) 1.25%= 15 recognized semester college units, 240 hours of job-related training, or the equivalent.
 - (2) 1.25%= 30 recognized semester college units, 480 hours of job-related training, or the equivalent.
 - (3) 1.25%= 45 recognized semester college units, 720 hours of job-related training, or the equivalent.
 - (4) 1.25%= 60 recognized semester college units, 960 hours of job-related training, attainment of an Associate of Arts degree or Associate of Science degree, or the equivalent.
 - (5) 1.25%=90 recognized semester college units, 1440 hours of job-related training, or the equivalent.
 - (6) 1.25%= 120 recognized semester college units, 1920 hours of job-related training, attainment of a Bachelors of Arts degree or Bachelors of Science degree, or the equivalent.
- B. For classification that have a minim education requirements of Associate of Arts or Associate of Science degree or two years of job-related college course work, the following steps are available for attainment of up to 7.5% EIP.
- (1) 1.25%= 15 recognized semester college units toward attainment of a Bachelor's degree, 420 hours of job-related education or training, or the equivalent.
 - (2) 1.25%= 30 recognized semester college units toward attainment of a Bachelor's degree, 480 hours of job-related education or training, or the equivalent.
 - (3) 1.25%= Attainment of a Bachelor of Arts or Bachelor of Science degree, 960 hours of job-related education or training, or the equivalent.
 - (4) 1.25%= Following the attainment of a Bachelor's degree, 15 hours semester units that qualify toward attainment of a Master of Arts or Master of Science degree, or the equivalent.
 - (5) 1.25%= Attainment of a Master of Arts or Master of Science degree or the equivalent.
 - (6) 1.25%= Following the attainment of a Bachelor's degree or a Master's degree, an additional 240 hours of job-related education or training.
- C. For classification that have a minim education requirement of a Bachelor of Arts or Bachelor of Science degree, the following steps are available for attainment of up to 7.5% EIP.
- (1) 1.25%=15 recognized semester units that qualify toward attainment of a Master of Arts or Master of Science degree, or the equivalent.
 - (2) 1.25%=Attainment of a Master of Arts or Master of Science degree or the equivalent.
 - (3) 1.25%= Following attainment of a Bachelor's degree or Master's degree, an additional 240 hours of job-related education or training, or the equivalent.

- (4) 1.25%= Following attainment of a Bachelor's degree or Master's degree, an additional 480 hours of job-related education or training, or the equivalent.
 - (5) 1.25%= Following attainment of a Master's degree, 720 hours of job-related education or training, or the equivalent.
 - (6) 1.25%= Following attainment of a Bachelor's degree or Master's degree, 960 hours of job-related education or training, or the equivalent.
- D. "Equivalents" are defined in the requalification section of this policy.
- E. Different certificates will qualify towards educational incentive pay based on the certificate's degree of difficulty, hours required for completion and the recommendation of the Department Director. Attachment A lists specific certificates and licenses, and the respective EIP points, that qualify for EIP.

V. REVIEW PROCESS FOR CERTIFICATIONS

The following review process will be used for assessing how a certification, other than a college course, will count towards educational incentive pay:

- A. Where possible, the formula found in the "Equivalents other than college units" section of this article will be used to evaluate the degree to which the certificate counts towards educational incentive pay.
- B. If it is possible to obtain, the Human Resources Director will contact the agency awarding the certificate and request a statement describing the number of preparation and/or course hours needed to obtain the certificate. This statement will then be converted to formula hours.
- C. In the event a determination cannot be made using paragraphs A and B listed above, the employee will make a recommendation to their Department Director and to the CSOA President or in the absence of the CSOA President, the CSOA Vice President. This recommendation by the employee shall be in writing and shall include the degree to which the employee feels the certificate should count towards educational incentive pay and the justification for such.
- D. If these two individuals agree with the employee's recommendation or if they both agree with a modified recommendation, they will present such to the Human Resources Director for final determination.
- E. The Human Resources Director if he/she concurs with the recommendation will see that such certification is counted towards the employee's educational incentive pay.
- F. If the Department Director and CSOA President cannot agree on a recommendation, the Human Resources Director will with both parties present conduct an informal hearing and allow both individuals to state their recommendation along with appropriate justification. The Human Resources Director may decide to choose one of the recommendations presented or a modification of such. The decision of the Human Resources Director will be final.

- G. If both the Department Director and the CSOA President agree on a recommendation which the Human Resources Director cannot endorse, the Human Resources Director will explain his/her justifications and attempt to get the parties to modify their recommendation. If agreement cannot be reached the issue will be presented to the City Manager for determination.
- H. If the employee is not satisfied with the decision of the City Manager, the employee may file a grievance pursuant to the grievance procedure contained in the CSOA MOU. The grievance will be advanced to the final step in the grievance process that the City Manager review has already taken place.

VI. PROGRAM QUALIFICATIONS AND GUIDELINES

The following qualifications and guidelines exist to help administer this program:

- A. An employee must have completed their initial probation before eligible for this program. Employees on probationary status as a result of promotions shall be deemed eligible under this plan.
- B. The employee must demonstrate that the course or degree being sought and being considered for EIP pay will be directly related towards enhancing the employee's present job skills or future promotional opportunities within the City. The Human Resources Director will make this determination after discussions with the employee and the Department Director. The burden of proof as to job relatedness of specific educational levels shall be upon employee. In addition, courses required as part of a degree program will also be considered.
- C. Employees should contact their Department Director prior to enrollment in a course or class to receive confirmation that such a class would qualify for this program. The Department Director will contact the Human Resources Office to receive confirmation that a specific course or certification qualifies for EIP.
- D. Upon Department Director approval, the City will make every effort to reasonably accommodate employee course schedules provided employee workload, overtime budgets, etc. are not adversely impacted.
- E. All attendance and participation in this program will be on the employee's own time and at their own expense.
- F. The tuition reimbursement program is a separate benefit contained in the MOU and employee's may have the option of using the tuition reimbursement program towards the attainment of their education or professional development goals. Use of the tuition reimbursement program by the employee will not violate any provisions of this article.
- G. To qualify for this program, the employee must complete the course(es) with a passing grade of "C" or better. If grades are not assigned then the employee must provide other written certification which demonstrates that the employee has successfully passed course or obtained certification.

- H. Payment of educational incentive pay will be effective on the first day of the payroll period following the date of the college degree, course certification, etc., provided the employee has made a timely request to the Human Resources Director for such pay. In no circumstances will payroll periods be split to match the exact date appearing on the degree or certificate.
- I. Educational incentive pay period is based upon education which is in addition to the regular requirements of the job as stated on the City's adopted job description. (Please refer to each specific job description for the minimum educational requirements.) These educational requirements are used as the starting point for the EIP calculations.

VII. DOCUMENTATION OF EDUCATIONAL ACHIEVEMENT

- A. The City will provide an educational incentive pay program form to be kept in the employee's personnel file to track the employee's participation in this program.
- B. Evidence of successful completion of a degree, course or certificate shall consist of a diploma or certificate indicating the major field of study along with a copy of college transcripts.
- C. The employee is responsible to furnish in a timely fashion all necessary documentation.

VIII. DOCUMENTATION OF EDUCATIONAL INCENTIVE PAY

- A. Educational Incentive Pay shall be terminated at such time as the employee receiving educational incentive pay is promoted to or otherwise placed in a position requiring the educational level which the employee possesses or a higher educational level.
- B. In cases where a promotion would cause an employee to lose their Educational Incentive Pay due to a reclassification, the employee will receive a new base salary equal to or greater than an amount five (5%) percent above their old base salary and Educational Incentive Pay total.
- C. Educational incentive pay will also be terminated when an employee fails to requalify as per the guidelines outlined in this policy.
- D. Once an employee fails to requalify, they will lose their educational incentive pay until such time as they have completed the outlined requalification requirements. At such time, the employee will then be able to return to the educational incentive pay level they enjoyed before they failed to requalify.

X. REQUALIFICATION PROCESS

Employees who have received a terminal degree (ie, Associate of Arts or Bachelor of Arts) in a job-related college degree program are not required to requalify for EIP on an annual basis. Employees who have qualified for EIP through coursework or training that has not resulted in a degree are subject to annual requalification. Requalification for continued receipt of educational incentive pay shall be required as follows:

- A. To requalify, an employee must earn at least three (3) EIP points per fiscal year by means of college units or equivalents. A maximum of one EIP point per year may be earned for community service work with 20 hours equaling one EIP point.
- B. College Units. It is the responsibility of the employee to provide written verification that they have successfully completed the course.
 - 1. Semester System - One unit equals one EIP point.
 - 2. Quarter System - One unit equals two-thirds EIP point.
- C. Equivalents other than college units. Forty-eight (48) hours of attendance equals 3 EIP points. This equation is derived as follows: One hour of classroom lecture, shop, hands-on, project, group discussion or similar activity will be deemed equivalent to one sixteenth (1/16) of one semester unit. It is the responsibility of the employee to provide written verification of the number of hours involved in courses.
- D. Requalifying will take place in July when the Human Resources Director, in cooperation with the various Department Directors, will require each employee receiving educational incentive pay to submit for City approval documentation of the college units, classes and training the employee has done during the previous year to requalify.
- E. The employee will also submit an outline of the college units, classes and training he/she plans to take during the following year to requalify. This outline must describe the course(es)/training that the employee plans to take in the upcoming fiscal year. Also, if course is part of a degree or certification program they are completing the employee must identify the course as such.
- F. The employee will need to show at least a passing grade in order to continue to receive educational incentive pay.
- G. Employees may opt to carry over requalification points into the next fiscal year. The smallest increment that can be carried over is .5 of one point or

8 hours of education/training. Community service requalification points may not be carried over to the next fiscal year.

- H. Annual requalification courses/training may count toward achievement of subsequent levels of educational incentive pay as outlined in Section III above.

X. EMPLOYEES PREVIOUSLY ON LONGEVITY

- A. Effective October 1, 1989, the City's Longevity Pay Program will be placed entirely with a special Educational Incentive Program (EIP) for only those employees still on the Longevity Pay Program as of that date. The terms of this special program will be as follows:
 - 1. All eligible employees shall be converted to the special EIP program at the same pay as they enjoyed under the Longevity Pay Program. No employee will be allowed to begin receiving longevity pay who is not already receiving such pay prior to October 1, 1989. This special educational incentive program assumes that these employees will continue to requalify under the City's existing EIP program guidelines for continued receipt of EIP pay.
 - 2. An employee previously on the longevity pay program may use this special EIP program or they may convert at any time they choose to the regular EIP program outlined in this article. This is a one-way conversion. Once an employee elects the regular EIP Program, he/she may not return to this special EIP Program.
 - 3. Employees covered under the previous longevity program may advance on their anniversary date to the various pay levels of five (5%) percent after ten years service, seven-and-one-half (7.5%) percent after fifteen years of service, and ten (10%) percent after twenty years of service. Advancement is based upon the assumption that these employees will continue to requalify under the City's existing EIP program guidelines for continued receipt of EIP pay.
 - 4. Once an employee fails to requalify, they will lose their educational incentive pay until such time as they have completed the outlined requalification requirements. At such time, the employee will then be able to return to the educational incentive pay level they enjoyed before they failed to requalify.
 - 5. Employees previously on the City longevity program who do not wish to continue to requalify annually may make a one-time decision to freeze their percentage benefit at its current rate.

